

SERIAL 05185 IGA DRY CELL BATTERIES #06-055 (NIGP 45006)

DATE OF LAST REVISION: November 03, 2005 CONTRACT END DATE: October 31, 2006

**CONTRACT PERIOD BEGINNING OCTOBER 20, 2005
ENDING OCTOBER 19, 2006**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **DRY CELL BATTERIES #06-055 (NIGP 45006)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the City of Tempe Contract #06-055. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) C613501, B0700058

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID: 06-055

BID ISSUE DATE: 09/01/2005
Commodity Code(s): 938-38, 345-32

PROCUREMENT DESCRIPTION: Batteries and Related Sundries

BID DUE DATE/TIME: Thursday, September 29, 2005, 3:00 P.M. MST
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, 31 E. Fifth Street, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Monday, September 19, 2005 5:00 P.M., MST

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten and a completed bid response returned to the City Procurement Office by the Bid Due Date/Time indicated above. The "Vendor's Bid Offer" (form 201-B IFB) must be completed and signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings, CPPB E-mail: Ted_stallings@tempe.gov Phone No: (480) 350-8617
Procurement Officer

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchase) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, 3 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

DL

Donna Littrell, CPPB
Central Services Administrator

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name BATTERIES PLUS and BATTERIES PLUS
Company Mailing Address 3014 North Dobson Road Suite 2 1829 East Southern Ave.
Company Street Address Chandler, AZ 85224 Tempe, AZ 85282
Bid Offeror Contact Wayne Ohland Title Owner/President
Contact's Phone No. 480-730-1103 E-mail Address wayne@batteryteam.com

Bidder's Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No. 07-683095-Q

Arizona Use Tax 57260 TEMPE , 100026849 CHANDLER

Federal I.D. No. 20-0114355

City & State Where Sales Tax is Paid Tempe & Chandler AZ

THIS BID IS OFFERED BY

Authorized Bid Offeror (Type or Print in ink) Wayne Ohland

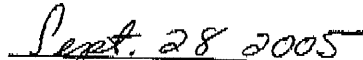
Bid Offeror's Title (Type or Print in

Date Sept. 28, 2005

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.


Signature of Authorized Bid Offeror


Date

and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.

14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Invitation For Bid and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.
15. **Compliance with City Solicitation & Forms:** Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this Invitation For Bids and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Bid Offer", form CS-P201 (B), the bidder certifies:

- A. The submission of the bid response did not involve collusion or other anti-competitive practices.
- B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.

- C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Bid Offer" or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.
- D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Invitation For Bid and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.

3. **Applicable Law:** This contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Invitation For Bid and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the contractor.
5. **Contract Formation:** This contract shall consist of this Invitation For Bid document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Invitation For Bid shall govern. The City's Invitation For Bid shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Invitation For Bid. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.

13. **Rights and Remedies:** No provisions of this Invitation For Bid document or in the vendor's bid response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail (Return Receipt Requested) when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Invitation For Bids shall receive any direct or indirect benefit from the use of these specifications.

17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential, isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

INVITATION FOR BID SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this Invitation For Bid may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an Invitation For Bid. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Invitation For Bid is issued by the City Procurement Office. No alteration of any portion of the Invitation For Bid document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation For Bid to be valid and irrevocable for 120 days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of 24 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Invitation For Bids that wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 90 day notice of termination to the other party.
8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as follows:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above remedies or any other remedies as provided by law.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.
11. **Pricing:** Pricing accuracy and completeness are critical. All items being bid must be identified and priced.

In the case of a system bid, all items which are required to make the system function in accord with stated Invitation For Bid requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the bidder is to include an itemized listing of all required products and services needed to make their proposed system (equipment hardware and/or software) fully functional and in conformity with stated Invitation For Bid needs.

12. **6 Month Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for 6 months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.

The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the contractor.

13. **Bid Evaluation:** In an Invitation For Bid, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation For Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- a. Conformity with Bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
- b. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
- c. Operational and/or ergonomic compatibility with existing City resources, as applicable;
- d. Availability of competent service and prompt delivery of materials, parts and services;
- e. Having legally required licenses, certifications and/or qualifications to perform the contract;
- f. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;
- g. Record of past performance and integrity on City and/or other public agency contracts; and,
- h. Production capability of equipment as determined by product samples, customer references, and/or City inspection.

14. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if bidder's proposed product(s) and/or service(s) is/are capable of performing the function.
- It is recognized that more than one method may be used to accomplish the sought after task functionality. If the bidder has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written bid response. The City shall be the sole judge as to whether any alternate methodology will be accepted.
- "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive bidder. Should no bidder be found totally responsive to all designated bid requirements, the City at its option, may either award the contract to the most responsive bidder or cancel the bid and re-bid the need under revised specifications.
15. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each bidder.
16. **Non-exclusive Contract:** Any contract resulting from this Invitation For Bid shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like goods or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.
17. **Estimated Quantities:** This Invitation For Bid references quantities as a general indication of the needs of the City; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Invitation For Bid; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each bidder.
18. **Quarterly Usage Report:** The contractor shall furnish the City Procurement Office a quarterly report showing the dollar amount ordered from this contract by items.
19. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
20. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
21. **Permits:** The vendor shall be responsible for obtaining all required permits for installations.
22. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

23. **Infringement of Patent or Copyright:** The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of contractor supplied materials under this Invitation For Bid and of which the contractor is not a patentee or licensee or lawfully entitled to sell the same.

Contractor (Seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's (buyer's) purchase and use of goods supplied by contractor (seller).

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

24. **Insurance:** Prior to commencing services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Other Insurance:** (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

- a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
- b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.

2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of ~~two years beyond the contract expiration~~, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverages for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

25. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly itemized statement. Unless terms other than net 30 days are offered as a discount.
26. **Indemnification:** Contractor shall, to the fullest extent, indemnify, defend, and save harmless the City, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses (hereafter collectively referred to as 'claims'), which may be brought or made against or incurred by the City on account of loss of or damage to any property for injuries to or death of any person except due to the sole negligence of the City, to the extent such claims are allegedly caused by, arising out of, or contributed to by reasons of any negligent act, or omission, professional error, fault, mistake, or negligence of

contractor, Its employees, agents, representatives, subcontractors, or sub-subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, or to the extent such claims allege vicarious or derivative liability of the City or to the extent such claims are alleged to arise out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section shall not extend to any liability caused by the negligence of the City, its agents, or employees.

27. **Taxes:** Bid all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your bid pricing; unless specifically requested on the Price Sheet(s) within the bid/proposal solicitation document. The City is exempt from payment of Federal Excise Tax and for bid evaluation purposes will add Sales or Use Tax as applicable. For bid evaluation purposes, the transaction (sales) Privilege Tax that is to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realized net expense of zero (0).
28. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe and the City of Chandler are seeking bids for the purchase of batteries and related sundries during a twelve (12) month contract period on an as-needed basis. It is the intent to reduce acquisition costs through a "just-in-time" cost containment program. Resulting contract(s) may also be available for use by other cities per the Special Terms and Conditions of this Invitation for Bid (IFB).

Multiple awards may be made as a result of this IFB and will ensure that any ensuing contracts will allow the city to fulfill current and future requirements.

Specifications

Items purchased from any resulting contract(s) will be obtained on an as-needed basis from the contractor(s)' stock. In many situations, the City will make pick-ups at the contractor's facility. Therefore, awarded contractors must have local inventory outlets within ten (10) miles driving distance from the cities of Tempe and Chandler boundaries. Award will be to the lowest, responsive and responsible vendor bidding all items in a group. However, should no vendor bid all items in a group, the City reserves the right to award the items by individual item or group of items, whichever is most advantageous to the City.

The types of batteries covered by resulting contract will include, but are limited to the following types, sizes and grades:

AA, AAA, C, D, 6-volt, 9-volt, coin cells, and specialty batteries for flashlights, wireless keyboard, mice, AV equipment, office equipment, laptops, cell phones, radios, pagers, and other equipment as may be required.

The batteries provided shall be new. All dry cell non-rechargeable batteries supplied shall have a minimum of one year shelf life, or industry standard, whichever is greater. Manufacturer's recommended shelf life and/or expiration date shall be stamped on each battery or battery case for smaller size batteries.

The manufacturer's name and logo must be shown on the battery case and packaging.

Batteries having any of the following defects shall be considered as not complying with contract requirements:

- ☐ Loose terminals
- ☐ Spring clips or plug-in terminals that do not make and maintain positive connections to the external circuit
- ☐ Corrosion of terminals
- ☐ Loose or broken seals
- ☐ Leaking or distorted containers

Any batteries received with defects shall immediately be replaced at no charge by the Contractor.

Contractor will be required to maintain sufficient local inventory to provide monthly support as well as City inventory stocking need requirements. Failure to supply said support may result in cancellation of the contract.

It is estimated that approximately fifty percent of the City of Tempe's purchases and one hundred percent of the City of Chandler's purchases will be delivery for warehouse stocking purposes. One hundred percent of the purchases will be required to be delivered within fifteen (15) calendar days after receipt of order.

The Contractor's local inventory must maintain a fill rate of at least 90% per line items ordered for over the counter dispensing.

The contracted vendor shall deliver available products within 24 hours from order placement to City user sites. All discount/prices bid shall be F.O.B. destination and to include inside deliveries to City user sites.

Contractor is required to ask for, and City employee is required to provide, City of Tempe and Chandler photo employee identification to verify employment and to prevent fraud.

The City reserves the right to audit any invoices to insure that the contractor is complying with the terms of the contract.

Ordering Placement and Payment

The City of Tempe will primarily use a Master Card (Procurement Card) to make purchases, however the City may choose to purchase on account and issue payment via City of Tempe check using net 30 days as payment term.

There shall be no minimum purchase or order for in store purchases or deliveries.

The Price Sheet includes a sampling of the items to be purchased under this contract. The City is requesting a catalog discount for additional items not specifically listed on the Price Sheet to successfully obtain a full line of non-chargeable and chargeable batteries and sundries. All items in the manufacturer price catalog(s) shall be available to the City at the discount offered. Unit price shall be the published price less the discount offered. Manufacturer's price catalog(s) must be submitted within 10 working days upon notification of award. Manufacturer's price catalog(s) may be submitted on CD or Internet web-site.

Updates to the referenced catalogs must be provided at no cost to the City of Tempe and the City of Chandler when available. Updates may be in the form of print, CD, or Internet web-site.

Price Increase

The contract bid prices must remain in effect for a minimum of 6 months before any price increase can be requested. After the 6 month period has elapsed, justifiable price increases may be negotiated provided documented proof of industry price increases is presented to the City Procurement Officer. Such supportive evidence must be by printed literature and updated pricing sheets, and must clearly show pass through costs to the contracted supplier. The Procurement Officer will review the validity of price increase requests and must approve, in writing, any price increase before it goes into effect. The contracted supplier's ability, to hold bid prices, keep price increases to a minimum, or to reduce contract prices, shall be a contract renewal consideration.

Related Specifications

Compliance with Laws

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the right of the parties, the performance of this Contract and any dispute hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply, but so not require an amendment.

Employees of the Contractor

No one except, authorized employees of the Contractor, is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites.

Conduct and Dress Code

The contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments, and jokes, shouting and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges that identify them as employees of the contractor.

Driver's License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license as required and issued by the State of Arizona.

Safety Standards

All items supplied or service performed as a result of this solicitation shall be in accordance with the specifications and current applicable Occupational Safety and Health Standards (OSHA) of the Arizona Industrial Commission and the National Fire Protection Standards.

All federal, state, and local regulations pertaining to safety in the work place shall be observed in the performance of all work under these specifications.

Bid Questionnaire

Must be completed and submitted with bid documents.

1. State location of local warehousing facility that will be used to supply these product groups?

3014 N. Dobson Road Suite 2 Chandler, AZ 85224

and / or

1829 East Southern Ave. Tempe, AZ 85282

2. Does the product(s) proposed meet or exceed all stated specifications?

Yes X No

3. If selected will your company accept Master Card or Visa as a form of payment?

Yes X No

4. Who is your Customer Service contact for the City of Tempe?

Customer Service Name: Steve Mastin or Wayne Ohland

Phone Number: 480-730-1103

Fax Number: 480-730-1106

E-mail Address: steve@battervteam.com or wayne@battervteam.com

5. If selected, will your company provide at least two complete sets of supply catalogs or an internet site listing prices and discount statements to the City of Tempe?

Yes x No

6. Will your company provide the City of Tempe's Procurement Office with an annual usage report?

Yes x No

7. If selected, will your company follow all invoicing/billing requirements?

Yes x No

8. Does your company accept all terms and conditions of this solicitation?

Yes x No

9. Will your company perform all work for this contract in conformance with all OSHA, Federal, State, County, and City safety requirements?

Yes x No

10. If selected, will your company allow other government agencies to utilize this contract?

Yes x No

11. List three (3) customer references for which your firm has provided similar products (government and/or large business preferred).

Reference One:

Name of Firm: Arizona Instruments

Contact Person: Beth Jones

Telephone Number: 602-470-1414 x1658

Fax Number: 602-305-0650

Reference Two:

Name of Firm: Pointer Aviation

Contact Person: Sandy or Dave Koster

Telephone Number: 480-966-1674

Fax Number: 480-968-8020

Reference Three:

Name of Firm: Tempo Electronics

Contact Person: Bill Sanders

Telephone Number: 480-966-2931

Fax Number: 480-967-8602

Various departments at The City of Tempe and the City of Chandler currently do business with Batteries Plus locations.

12. What are your product warranties/guarantees?

One year free replacement for all batteries on this bid with the exception of the following.

Alkaline primary batteries. these are AA, C, D cells.

Carbon Zinc 6v and 12v lantern.

Because of the nature and use of these type of batteries a time warranty cannot be provided however these batteries do have a performance warranty assuring performance and guarding against any defect out of the box.

13. Product(s) delivery time A.R.O. 1 to 2 days

14. Will you provide delivery as per specifications?

Yes x No

If yes, state how your system will work and frequency of route/delivery days.

We will make deliveries based on your requested date and time.

If not, state how you propose to provide delivery for this contract.

IFB Submittals Check List

- ☒ One-(1) signed and completed original of the Bid response, including "Vendor's Bid Offer" Form 201-B (IFB).
- ☒ The Bid Questionnaire has been completed and included.
- ☒ Price Information completed and included.
- ☒ Any addendum(s) have been included.

PRICE SHEET

ITEM	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Group A					
1.	Battery, Dry Cell, Alkaline "C", 12/box, Energizer, Eveready, Duracell, Rayovac, or equal NUON / NUIHIALKCB	142	Box	\$ _5.64__	\$ 800.88_
	Manufacturer/Part Number				
2.	Battery, Dry Cell, Alkaline "D", 12/box, Energizer, Eveready, Duracell, Rayovac, or equal NUON / NUIHIALKDB	322	Box	\$ _7.20__	\$2,318.40
	Manufacturer/Part Number				
3.	Battery, Dry Cell, Alkaline "9-volt", 12/box, Energizer, Eveready, Duracell, Rayovac, or equal NUON / NUHHIALK9VB	110	Box	\$ _11.16__	\$1,227.60
	Manufacturer/Part Number				
4.	Battery, Dry Cell, Carbon-Zinc, "6-volt", Lantern, Eveready, Duracell, Rayovac, or equal WERKER / WKHD6VSPR	200	Each	\$ _1.58__	\$316.00_
	Manufacturer/Part Number				
5.	Battery, Dry Cell, Carbon-Zinc, "12-volt", Lantern, Eveready, Duracell, Rayovac, or equal EVERREADY / EVR732	6	Each	\$ _11.48__	\$68.88_
	Manufacturer/Part Number				
6.	Battery, Dry Cell, Alkaline "AA", 24/box, Energizer, Eveready, Duracell, Rayovac, or equal NUON / NUIHIALKAAB	936	Box	\$ _3.84__	\$3,594.24_
	Manufacturer/Part Number				

PRICE SHEET

ITEM	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Batteries and Related Sundries (continued)					
7.	Battery, Dry Cell, Alkaline "AAA", 24/box, Energizer, Eveready, Duracell, Rayovac, or equal NUON / NUIHIAAB	504	Box	\$_3.84__	\$1,935.36_
Manufacturer/Part Number					
8.	Battery, Sealed Lead Acid Camcorder, 12-volt NUON / CAM2312	8	Each	\$_18.33__	\$146.64_
Manufacturer/Part Number					
9.	Battery, Infolithium Camera, Sony, NP-F550 or equal. NUON / CAM550	6	Each	\$_33.28__	\$199.68__
Manufacturer/Part Number					
10.	Battery, Dry Cell, NI-CAD, Radio, NTN-7058 or equal NUON / LMR4595	6	Each	\$_26.66__	\$159.96__
Manufacturer/Part Number					
11.	Battery, Dry Cell, Saber, Radio, NTN-7144, MTS 2000 or equal NUON / LMR7144	6	Each	\$21.18__	\$127.08__
Manufacturer/Part Number					
12.	Battery, Dry Cell, 7.5V, STX, Radio, NTN-4327C or equal NUON / LMR4327MH	6	Each	\$_25.83__	\$154.98__
Manufacturer/Part Number					

PRICE SHEET

ITEM	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Batteries and Related Sundries (continued)					
13.	Battery, Dry Cell, 7.5V, Saber, Radio, NTN-4327C or equal NUON / LMR4327MH	6	Each	\$_25.83__	\$154.98__
<hr/>					
Manufacturer/Part Number					
14.	Battery, Lithium, 6-volt RAYOVAC / RL2CR5-1	26	Each	\$_4.25__	\$110.50__
<hr/>					
Manufacturer/Part Number					
15.	Battery, Lithium, 3.6-volt SAFT / LS14250BA	26	Each	\$_3.00__	\$78.00__
<hr/>					
Manufacturer/Part Number					
16.	Flash light, 2 Cell – 4068 Duracell Industrial with long life batteries or equal DURACELL / DFF	1	Each	\$_8.84__	\$8.84
<hr/>					
Manufacturer/Part Number					
17.	Flash Light, 3 Cell - 1351 Every Ready D Cell, Mfg. Rayovac, or equal. EVERREADY / EVR1351	1	Each	\$_6.36__	\$6.36__
<hr/>					
Manufacturer/Part Number					
18.	Flash Light 3 Cell - Maglite D Cell Mfg. Maglite or equal XXXXXXXXXXXXXX	1	Each	\$_18.25__	\$18.25__
<hr/>					
Manufacturer/Part Number					

PRICE SHEET

ITEM	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Batteries and Related Sundries (continued)					
	Flashlight bulb, PR2BP or equal EVERREADY / PR2BP-2 or RAYOVAC / K2-2	12	Each	\$ 1.32	\$15.84
<hr/>					
Manufacturer/Part Number					
<hr/>					
Group A Total					\$11,442.47
 Group B					
1	Battery, Techbuild, 9KR1100AU CPD, SANKR1100aau 1.2v aa, 1100MAH NICD, Tech Sanyo Cylin Nigso or equal	12	Each	\$ 26.80	\$321.60
<hr/>					
Manufacturer/Part Number					
<hr/>					
2.	Battery, Techbuild, 7.2 2700MAH Radat, SANHRAU 1.2v A 2700MAH NIMH, Tech Sanyo Cylin NIMH or equal	2	Each	\$ 35.20	\$70.40
<hr/>					
Manufacturer/Part Number					
<hr/>					
Group B Total					\$392.00
 Miscellaneous Batteries and related sundries.					

Catalog No or Internet web-site. www.batteriesplus.com
Discount (%) off of catalog list 20%

* Applicable Tax 6.3%

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, Form 201-B (IFB)
included in this Invitation for Bid document.

Less prompt payments discount terms of 3 % 10 days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:

Rajean Cruz	Letters A-C
Michelle Cruz	Letters D-O
Penny Brophy	Letters P-Z

(H:/IFB 3-2002)

9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this Invitation For Bid, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this Invitation For Bid.
- A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this Invitation For Bid. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Invitation For Bid includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive.
10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Invitation For Bids, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-8327 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this Invitation For Bid, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchase) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this Invitation For Bid) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this Invitation For Bid or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Invitation For Bid that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchase) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address

Sonoran National Insurance Group

A Division of The Horton Group



HORTON

In California – Sonoran National Insurance Services – License #0D87999

FACSIMILE TRANSMISSION

Date:	Friday, October 28, 2005 7:23:22 PM
To:	Sharon
Company:	Maricopa County
Fax Number:	1-602-258-1573
Number of Pages	03
To Follow:	
(Including Cover Page)	

MESSAGE

RE: Sierra Auction Management

Attached is a Certificate of Insurance showing the coverage in place as of 10/23/05.

Please call if you have any questions or require anything additional.

Thank you

Sender:	Jackie Schroeder
Direct Dial Number:	480-998-1001
Direct Fax Number:	480-998-1002

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL 480-998-1001

15825 N. 71st Street #205, Scottsdale AZ 85254

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